

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boutique Opposite Wall Inc.		10/03/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Export Development Canada		
Street Address:	150 Slater Street		
City:	Ottawa		
State/Country:	ONTARIO		
Postal Code:	K1A 1K3		
Entity Type:	Crown Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88581532	OPPOSITE WALL	
CORRESPONDENCE DATA			
Fax Number:	4162163930		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4162164000		
Email:	dockettor@nortonrosefulbright.com		
Correspondent Name:	Norton Rose Fulbright Canada LLP		
Address Line 1:	1, Place Ville Marie		
Address Line 2:	Suite 2500		
Address Line 4:	Montreal, QUEBEC H3B 1R1		
ATTORNEY DOCKET NUMBER:	1001264535		
NAME OF SUBMITTER:	Andrea Ashton		
SIGNATURE:	/Andrea Ashton/		
DATE SIGNED:	10/13/2023		
Total Attachments: 3			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of October 3, 2023, is made by and between Boutique Opposite Wall Inc., a Québec corporation (the "**Grantor**") in favour of Export Development Canada (the "**Lender**").

WHEREAS, the Grantor has entered into a Loan Agreement dated as of September 11, 2023 (the "**Loan Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of a first advance by the Lender under the Loan Agreement, the Grantor has executed and delivered to the Lender that certain universal movable hypothec agreement (*contrat d'hypothèque mobilière universelle*) dated as of October 3, 2023, made by and between the Grantor and the Lender (the "**Hypothec Agreement**").

WHEREAS, under the terms of the Hypothec Agreement, the Grantor has granted to the Lender a hypothec on, among other property, all intellectual property of the Grantor (the "**IP Collateral**"), and has agreed to execute and deliver this IP Security Agreement for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, or any other relevant intellectual property registers anywhere in the world.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Confirmation.** The Grantor confirms that it has granted a hypothec in favour of the Lender on the IP Collateral pursuant to the Hypothec Agreement and that it is the registered owner of the patents, patent applications, industrial design registrations, industrial design applications, trademark registrations, and trademark applications set forth in listed in Schedule 1 hereto, which are included in the IP Collateral.
2. **Recordation.** The Grantor authorizes the Commissioner for Patents, Registrar of Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Lender.
3. **Loan Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Hypothec Agreement, which is hereby incorporated by reference. The provisions of the Hypothec Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Hypothec Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.
4. **Execution in Counterparts.** This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
5. **Successors and Assigns.** This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

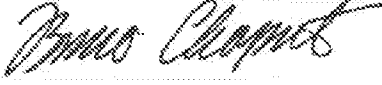
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BOUTIQUE OPPOSITE WALL INC.

DocuSigned by:

By: _____
Name: Alexandre Renaud
Title: President

EXPORT DEVELOPMENT CANADA


By: _____
Name: Bruno Chaput
Title: Sr. Financing Manager


By: _____
Name: Francesco Asti
Title: Sr. Financing Manager

**SCHEDULES
SCHEDULE 1**

Trademarks/Applications

USA

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
OPPOSITE WALL OPPOSITE WALL	App 88581532 App 16-AUG-2019	Reg 6720981 Reg 24-MAY-2022	Registered

CANADA

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
OPPOSITE WALL CompuMark Trademark: OPPOSITE WALL	App 1884228 App 21-FEB-2018	Reg TMA1080114 Reg 30-JUN-2020	Registered

UNITED KINGDOM

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
OPPOSITE WALL	App UK00918221761 App 03-APR-2020	Reg UK00918221761 Reg 13-AUG-2020	Registered

EUROPEAN UNION

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
OPPOSITE WALL	App 18221761 App 03-APR-2020	Reg 18221761 Reg 13-AUG-2020	Registered